

REQUEST FOR PROPOSALS (RFP)

Issue Date: February 10, 2006

RFP # 140: 2-06A

Title: Virginia School Safety Conference

Commodity Code: 97165, 97130, 96115

Issuing Agency: Department of Criminal Justice Services, 202 North 9th Street,
10th Floor, Richmond, Virginia 23219 Attn: Feliscia Bagby

Location Where Work Will Be Performed:
Richmond/Williamsburg Virginia area

Period of Contract: 4 days the week of August 6, 2006 with the days of Monday-Thursday, August 7-10, 2006 preferred.

Sealed Proposals Must Be Received no later than **February 21, 2006, 2:00 PM** for furnishing the services described herein.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1D or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Any addenda to this solicitation will be posted on the DPS Internet web site at www.eva.virginia.gov

All inquiries for information should be directed to Feliscia Bagby, Procurement Officer
[www.feliscia.bagby@dcjs.virginia.gov](mailto:feliscia.bagby@dcjs.virginia.gov) by February 21, 2006. Answers to ALL inquiries will be posted on VBO as and addendum on the DPS internet web site at www.eva.virginia.gov.

SEND ALL SEALED PROPOSALS DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: The Department of Criminal Justice Services, 202 North 9th Street, 10th Floor, Richmond, VA 23219. Attention: Feliscia Bagby

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Date: _____

By: _____
signature

Name and Title: _____
City, State, Zip Code

Tax ID No.: _____ Telephone: () _____ Fax Number: () _____

Minority-Owned Business: () YES () NO

Women-Owned: () YES () NO

TABLE OF CONTENTS

| | Page |
|---|------|
| I. Purpose | 3 |
| II. Statement of Needs | 3 |
| III. Proposal Preparation & Submission Requirements | 6 |
| IV. Evaluation and Award Criteria | 8 |
| V. General Terms and Conditions | 8 |
| VI. Special Terms and Conditions | 14 |
| VII. Method of Payment | 14 |
| VIII. Pricing Schedule | 14 |

I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the purchase of conference facilities and services for the Virginia School Safety Conference to be held by the Department of Criminal Justice Services' Virginia Center for School Safety in the Richmond, Tidewater/Williamsburg Virginia area the week of **August 6, 2006 for four days**. The services are to include lodging, meeting facilities, audio visual equipment and meals for a maximum of 450 individuals.

The preferred dates are August 7-10, 2006

II. STATEMENT OF NEEDS:

The Contractor shall provide the following items to support a three day training conference.

1. MEETING SPACE REQUIREMENTS:

The conference will have general sessions and breakout workshops. The requirements are outlined below on a daily basis:

Provide one large room that will be available August 6–10, 2006 for staff and storage of conference material.

1st day (Monday, August 7, 2006 preferred)

A. Provide 4 breakout rooms for 50 people per room from 8:00 AM until 5:00 PM

2nd day (Tuesday, August 8, 2006 preferred)

A. Provide and arrange one conference room in classroom-style for 450 participants for use from 1:00 PM -5:00 PM.

B. Provide reception space for 300 participants for use from 5:00 PM - 7:00 PM.

C. Provide and arrange a separate conference room or foyer space to accommodate twenty (20) six foot skirted tables for vendors/exhibitors.

(NOTE: Vendors should be able to access this area for set-up starting Tuesday at 8:00 AM. Vendors will depart by Thursday at 9:00 PM.)

D. Provide three rectangular, skirted tables and three chairs adjacent to the entrance of the meeting room for conference registration/materials.

E. Provide a staff office near the main conference meeting space and registration area.

(NOTE: Staff should be able to access this area starting Sunday, August 6, 2006 at 8:00 AM.)

3rd day (Wednesday, August 9, 2006 preferred)

A. Provide and arrange one conference room in classroom-style for 450 participants for use from 8:00 AM - 5:00 PM.

B. Provide and arrange 5 additional breakout conference rooms in classroom or theater-style for 90 participants each for use from 8:00 AM - 5:00 PM. If your facility can't

provide breakout rooms that can accommodate this requirement, please provide an alternate plan of accommodation.

C. Provide luncheon space to accommodate 450 people in rounds from 12:00 PM - 1:30 PM.

D. Provide three rectangular, skirted tables and three chairs adjacent to the entrance of the main meeting room for conference registration/materials.

E. Provide a staff office near the main conference meeting space and registration area.

4th day (Thursday, August 10, 2006 preferred)

A. Provide and arrange one conference room in classroom-style for 450 participants for use from 8:00 AM – 12:00 PM.

B. Provide three rectangular, skirted tables and three chairs adjacent to the entrance of the main meeting room for conference registration/materials.

C. Provide a staff office near the main conference meeting space and registration area.

D. ***Provide luncheon space to accommodate 450 people in rounds from 12:00 PM - 1:30 PM.

2. LODGING REQUIREMENTS:

A. Twelve (12) single rooms will be needed on Sunday, August 6, 2006; 30 single rooms will be needed on Monday, August 7 through Wednesday, August 9, 2006. These rooms will be paid for on a master bill and a rooming list will be provided. **The room rate is not to exceed the state per diem, exclusive of taxes.**

B. 75 additional rooms are to be reserved on Monday, August 7 for conference participants.

C. 225 additional rooms are to be reserved on Tuesday, August 8 and Wednesday, August 9, 2006 for conference participants. The conference hotel should indicate the cut-off date for holding rooms. **The room rate is not to exceed the state per diem, exclusive of taxes. These rooms will be reserved and paid for by conference participants.**

D. The Contractor shall charge only for the rooms occupied.

E. The Contractor shall provide direct billing to the individual agencies/participants if requested.

F. The Contractor shall provide the agency a list of registered guests two (2) weeks prior to the scheduled conference.

3. CATERING REQUIREMENTS:

1st day (Monday, August 7, 2006 preferred)

- A. Provide lunch for 200 people from 12:00 PM to 1:00 PM
- B. Provide a morning and afternoon break service to include assorted soft drinks, bottled water and snacks for 200 people at 3:00 PM.

2nd day (Tuesday, August 8, 2006 preferred)

- A. Provide a reception to include heavy hors d'oeuvres and a cash bar for 300 people from 5:00 PM – 7:00 PM.

3rd (Wednesday, August 9, 2006 preferred)

- A. Provide continental breakfast to include coffee, tea, assorted juices, fruit, bagels, pastries and muffins for 450 people from 7:30 AM – 9:00 AM. Refresh coffee and tea throughout the morning.
- B. Provide a hot plated luncheon for 450 people from 12:00 PM – 1:30 PM.
- C. Provide afternoon break service to include assorted soft drinks, bottled water and snacks for 450 people at 3:00 PM.

4th day (Thursday, August 10, 2006 preferred)

- A. Provide continental breakfast to include coffee, tea, assorted juices, fruit, bagels, pastries and muffins for 450 people from 7:30 AM – 9:00 AM. Refresh coffee and tea throughout the morning.
- B. Provide a hot plated luncheon for 400 people from 12:00 PM – 1:30 PM.

4. AUDIO/VISUAL NEEDS:

- A. Provide costs for each of the following pieces of audio/visual equipment in Section VII, Pricing

Schedule:

Podium w/ Microphone
Wireless Lavalier Microphone
Mixer
In-House Sound System Hook-Up
Projection Screen
LCD Projector
Vendor Electric Service

- B. This equipment must be in good working condition and the Contractor shall inspect it at the beginning of each day to assure reliability. The Contractor shall replace any defective equipment within a maximum of 30 minutes after notification.

III. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete original response to this RFP and three (3) copies. No other distribution of the proposal shall be made by the Offeror.

- a. All proposals submitted for consideration shall be clearly marked on the outside cover of all envelopes, boxes, or packages:

From: Name of Vendor

Street or P. O. Box Number:

City, State, Zip Code:

Due Date: February 21, 2006

Due Time: 2:00 p.m. (Local time)

RFP Number: 140: 2-06A

2. **Proposal Preparation:**

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of §11-52D of the *Code of Virginia*, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal

prices as propriety or trade secrets is not acceptable and will result in rejection and return of the proposal.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Issuing State agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. Specific Proposal Requirements

1. Proposals should be as thorough and detailed as possible so the purchasing agency may properly evaluate the capabilities to provide the required services. Offerors are required to submit the following items to be considered a responsive proposal:
 - a. The return of the RFP cover sheet and addenda, if any, signed and filled out as required.
 - b. A written narrative describing the Offeror's facility and the services proposed to be provided. This narrative statement should specifically address the following:
 - (1.) Availability of desired dates.
 - (2.) Availability and configuration of meeting rooms.
 - (3.) Availability of audio-visual equipment per meeting room.
 - (4.) Availability and capacity of classroom style conference room or equivalent.
 - (5.) Description of the room(s) to be provided for the meals.
 - (6.) Parking availability and any related costs to guests or commuters from surrounding area. Indicate the total number of parking spaces available at your facility.
 - (7.) Lodging availability listing the number of singles, doubles or other combinations.
 - (8.) Registration information listing available checks in and check out time.
 - (9.) Ability to guarantee and direct bill guests for lodging.
 - (10.) Availability of hospitality suite for the agency's conference coordinator and staff.
 - (11.) Various menus for meal selections. Indicate the variety, quantity and proposed prices. Indicate if prices include tax and gratuity. It is preferred that the prices be all inclusive and on a per participant basis.
 - (12.) Availability of and suggestions for the morning and afternoon breaks as described.
 - (13.) Proposed Prices: List in Section VIII.
 - (14.) Number of anticipated staff that will be serving the participants.
 - (15.) Registration information listing and available check in and check out times.
 - (16.) Availability and configuration of break out rooms
 - (17.) The number of staff and participant rooms that can be non-smoking

IV. EVALUATION AND AWARD CRITERIA

Proposals will be evaluated by the Department of Criminal Justice Services using the following criteria:

- | | |
|---|------|
| 1. Suitability of the Facility: | 20% |
| 2. Adequacy of Services Offered: | 20% |
| 3. Overall cost for lodging, conference rooms, meals, audio-visual equipment and parking. | 60 % |

Selection for award of contract shall be made of an Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offeror so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with the Offeror so selected, the agency shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (§11-65D of the *Code of Virginia*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

V. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.virginia.gov/dps under "Manuals."
- B. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- C. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- E. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- F. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- G. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- H. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of

mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and

shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor

Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.

- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

VI. SPECIAL TERMS AND CONDITIONS

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

RENEWAL OF CONTRACT: This conference is an annual event with similar requirements. Upon successful completion of this event in August 2006, the Department of Criminal Justice Services and the Contractor may mutually negotiate a renewal of this contract for the conference to be held in early August of 2007.

VII. METHOD OF PAYMENT

The Contractor will be paid on the basis of invoices submitted. The Contractor shall submit invoices within thirty (30) days after completion of services provided. Submit invoices to the Department of Criminal Justice Services, 202 N 9th Street, 10th Floor, Richmond, VA 23219.

VIII. PRICING SCHEDULE

1. Conference Facility Availability:

August 6-10, 2006 the week of August 6, 2006 _____

A. Lodging Costs (preferred dates noted):

Room Rate _____ X _____ % Tax X 70 ROOMS = _____
Sunday, August 6, 2006; 12 rooms
Monday, August 7, 2006; 30 rooms
Tuesday, August 8, 2006; 30 rooms
Wednesday, August 9, 2006; 30 rooms

B. Conference Facility Costs:

Conference Facility Cost _____ X _____ % Tax = _____
General Session (preferred dates noted):

Tuesday, August 8, 2006; 1:00 PM – 5:00 PM; 450 people in Classroom-Style
Wednesday, August 9, 2006; 8:00 AM – 5:00 PM; 450 people in Classroom-Style
Thursday, August 10, 2006; 8:00 AM - 12:00 PM; 450 people in Classroom-Style

Breakouts (preferred dates noted):

Monday, August 7, 2006; 8:00 AM – 5:00 PM 4 Breakouts/50 people each in Classroom or Theater Style.

Wednesday, August 9, 2006; 8:00 AM – 5:00 PM; 5 Breakouts/90 people each in Classroom or Theater-Style.

2. Lunch:

Monday, August 7, 2006; 12:00 PM to 1:00 PM for 200 people

Wednesday, August 9, 2006; 12:00 PM - 1:30 PM; 450 people - Rounds

Thursday, August 10, 2006; 12:00 PM – 1:30 PM; 400 people - Rounds

3. Exhibit Space & Vendor Table Set-Up

Space for twenty (20) six foot skirted tables beginning Tuesday, August 8, 2006 at 8:00 AM; break down by Thursday, August 10 at 9:00 PM.

4. Catering Costs:

A. Continental Breakfast

(coffee, tea, assorted juices, fruit, bagels, pastries and muffins)

Breakfast per person _____ X _____ % Gratuity X _____ % Tax 450 people X 2 days = _____

August 9 & 10, 2006; 7:30 AM – 9:00 AM

B. Luncheon (preferred dates noted) :

(hot plated luncheon to include salad, entree with vegetables, rolls and butter, dessert, coffee, tea, and water)

Please provide various menus for meal selections. Indicate the variety, quantity and proposed prices.

Monday, August 7, 2006; 12:00 PM to 1:00 PM for 200 people

Wednesday, August 9, 2006; 12:00 PM - 1:30 PM; 450 people in Rounds

C. PM Break Service:

(assorted sodas, bottled water and snacks)

Break Service per person _____ X _____ % Gratuity X _____ % Tax X 100 people = _____

Monday, August 7, 2006; 3:00 PM

Break Service per person _____ X _____ % Gratuity X _____ % Tax X 450 people = _____

Wednesday, August 9, 2006; 3:00 PM

D. Reception for 300 people (Menu TBD)

Please provide various menus for reception selections. Indicate the variety, quantity and proposed prices.

5. Audio/Visual Needs (approximate needs over the course of the conference):

Podium w/ Microphone _____ X 5 = _____
(3 General Sessions & 2 Lunch)

Wireless Lavalier Microphone _____ X 10 = _____
(3 General Sessions, 5 Breakouts, 2 Lunch)

Mixer _____ X 5 = _____
(3 General Sessions & 2 Lunch)

LCD Projector _____ X 7 = _____
(3 General Sessions & 2 Lunch; agency will provide projectors for Breakouts except the 2 breakout rooms for 50 people on the preferred date of Monday, August 7, 2006)

In-House Sound System Hook-Up _____ X 5 = _____
(3 General Sessions & 2 Lunch)

Projection Screen _____ X 16 = _____
(2 screens each in the 3 General Sessions and 2 Lunch, plus 1 screen in each of the 7 Breakouts)

Vendor Electric _____ X 10 = _____
(We estimate 5 vendors each day will need electric service – vendors will be set up for 2 days)

Audio/Visual Total _____ X _____ % **Service Charge**
X _____ % **Tax** = _____

ESTIMATED TOTAL CONFERENCE COST = _____